

AGREEMENT

Between

**THE CITY OF BRIDGETON
In the County of Cumberland**

And

**TEAMSTERS LOCAL UNION NO. 676
Affiliated with the International Brotherhood of Teamsters, AFL/CIO**

EFFECTIVE DATES:

July 01, 2003

Up to and Including

June 30, 2006

TABLE OF CONTENTS

ARTICLE 1	<u>RECOGNITION OF UNION</u>	Page 1
ARTICLE 2	<u>MANAGEMENT RIGHTS AND RESPONSIBILITIES</u>	Page 1
ARTICLE 3	<u>DUES CHECKOFF/AGENCY SHOP</u>	Page 2
ARTICLE 4	<u>STEWARDS AND ALTERNATES</u>	Page 2
ARTICLE 5	<u>PRESENTING A GRIEVANCE</u>	Page 2
ARTICLE 6	<u>SPECIAL CONFERENCES</u>	Page 4
ARTICLE 7	<u>VACATIONS</u>	Page 4
ARTICLE 8	<u>HOLIDAY PROVISIONS</u>	Page 5
ARTICLE 9	<u>PERSONAL DAYS</u>	Page 5
ARTICLE 10	<u>LIFE INSURANCE</u>	Page 6
ARTICLE 11	<u>PRESCRIPTION PLAN</u>	Page 6
ARTICLE 12	<u>SEVERANCE PAY</u>	Page 6
ARTICLE 13	<u>FUNERAL LEAVE</u>	Page 6
ARTICLE 14	<u>PAST PRIVILEGES</u>	Page 6
ARTICLE 15	<u>EMPLOYEE HEALTH AND SAFETY</u>	Page 7
ARTICLE 16	<u>EQUIPMENT</u>	Page 7
ARTICLE 17	<u>VETERANS – RESERVES</u>	Page 7
ARTICLE 18	<u>HOSPITALIZATION – MEDICAL COVERAGE</u>	Page 7
ARTICLE 19	<u>COFFEE BREAKS</u>	Page 8
ARTICLE 20	<u>CALL-IN AND REPORTING PAY</u>	Page 8
ARTICLE 21	<u>ABSENCE WITHOUT LEAVE</u>	Page 9
ARTICLE 22	<u>METHOD OF COMPENSATION FOR OVERTIME SERVICE</u>	Page 9
ARTICLE 23	<u>WORKING IN HIGHER RATED CLASSIFICATION</u>	Page 9
ARTICLE 24	<u>WORKING HOUR GUARANTEE</u>	Page 9
ARTICLE 25	<u>FEEDING THE ANIMALS</u>	Page 10

ARTICLE 26	<u>INTERFERENCE WITH WORK</u>	Page 10
ARTICLE 27	<u>MISCELLANEOUS</u>	Page 10
ARTICLE 28	<u>WAGES</u>	Page 10
ARTICLE 29	<u>COST OF LIVING</u>	Page 11
ARTICLE 30	<u>LONGEVITY CLAUSE</u>	Page 11
ARTICLE 31	<u>PERSONNEL REGULATIONS</u>	Page 12
ARTICLE 32	<u>DEPARTMENT OF PERSONNEL</u>	Page 12
ARTICLE 33	<u>PAYROLL DEDUCTIONS</u>	Page 12
ARTICLE 34	<u>BREACH OF CONTRACT EFFECT</u>	Page 13
ARTICLE 35	<u>SAVINGS CLAUSE</u>	Page 13
ARTICLE 36	<u>EMBODIMENT OF AGREEMENT</u>	Page 13
ARTICLE 37	<u>UNUSED SICK DAYS</u>	Page 13
ARTICLE 38	<u>TERM OF AGREEMENT</u>	Page 13

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, between **THE CITY OF BRIDGETON, IN THE COUNTY OF CUMBERLAND**, a municipal corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER" of the "CITY", and the Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO hereinafter referred to as the "UNION".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the City of Bridgeton and in its capacity as an Employer, the Employees, the Union and the people of the City of Bridgeton. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 **RECOGNITION OF UNION**

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.) the Employer does hereby recognize the Union as the sole and exclusive representative of the employees of the Department of Public Works, Division of Streets, Roads, and Parks and Division of Water and Sewer, and Department of Recreation and Public Affairs, excepting that this representation shall not extend to any management executive nor any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in any of the aforesaid Divisions. The representation shall extend to grievances and terms and conditions of employment. The City shall compile a list of individuals together with their job titles excluded from the bargaining unit in each of these departments.

ARTICLE 2 **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

It is recognized that the control of properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend or discharge for just cause, assign, promote, or transfer to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE 3

DUES CHECKOFF/AGENCY SHOP

Section 1

The employer agrees to deduct from the wages of any employees covered by this Agreement, and forward to the Union all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract; but may be withdrawn at any time by the filing of notice of such withdrawals with the Comptroller of Employer or other proper disbursing officer. The filing of this Notice of Withdrawal shall be effective to halt deductions as of January 1, or July 1, next succeeding the date on which Notice of Withdrawal is filed.

The Employer agrees to provide this service without charge to the Union.

The Union agrees that there should be no discrimination, intimidation, restraint or coercion by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

Section 2 Agency Shop

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey-Employee Relations Act" (P.L. 1941, c100, c. 34:13A 1, et seq.) shall take effect. Those employees of the City of Bridgeton that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) day of re-entry into employment within the unit shall, as a condition of employment pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

The Union shall indemnify and hold the employer harmless against any and all claims, demands suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administration or court litigation concerning this provision. The Employer agrees to provide this service without charge to the Union.

ARTICLE 4

STEWARDS AND ALTERNATES

In each department, employees shall be represented by one steward or designated representative, who shall be a regular employee working in that Department. In the absence of the Steward or designated representatives, an alternate may be appointed by the Union. The Union agrees that it will at all times keep the Department Head advised of the name of the Steward or designated alternate representing the Union in each Division.

ARTICLE 5

PRESENTING A GRIEVANCE

In the event that any difference or a dispute should arise between the City and the Union over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences, immediately and in the following manner; provided the grievance is filled within seven (7) working days of its occurrence or employee knowledge thereof:

1. Between the aggrieved employee with or without his Steward, and his Immediate Supervisor. If no satisfactory agreement is reached within Seven (7) working days, then
2. Between the Local Union representative in conference with the Department Head. Should no acceptable agreement be reached within an additional seven (7) working days, then
3. Between the Local Union representative and an appropriate officer Approved by the Mayor for appeal. If no satisfactory agreement is Reached within fourteen (14) working days, then
4. A meeting shall be arranged between at least two (2) and not more than Five (5) representatives of the Union and at least two (2) and not more than five (5) representatives of the City. Should no satisfactory agreement be reached, then and only then,
5. The matter may be referred to arbitration by the City or Union Only.

It is understood that should any grievance proceed to the next step in the procedure as outlined herein, notice in writing shall be given by the Union to the appropriate City Official that a grievance has not been resolved in the next proceeding step and said notice shall request that said City Official arrange a meeting with the Local Union representative or representatives pursuant to this Section.

It is understood that should any grievance be resolved pursuant to Steps 1 through 4 of this Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the facts of the grievance and basis for resolving the same, and in any event, the answer of the City Official pursuant to any step in the grievance procedure shall always be in writing.

Either party may within ten (10) days after the Step 4 meeting request the American Arbitration Association to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:

- a. Involves the existence of alleged violation of any agreement other than the Present Agreement between the parties;
- b. Involves issues which were discussed at negotiations but not expressly Covered by the terms and conditions of this Agreement;
- c. Involves claims of violations of an allegedly implied or assumed Obligation;
- d. Would require an arbitrator to consider, rule on, or decide the Appropriate hourly, salary or incentive rate at which any employee Shall be paid, or the method by which his pay shall be determined;
- e. Would require an arbitrator to consider, rule on or decide any of the Following:
 1. The elements of a job assignment.
 2. The leave, title or other designation of an employee's job classification.
 3. The right of management to assign or re-assign work.

- f. Pertains in any way to the establishment, administration, interpretation Or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate.
- g. Involves discipline or discharge of employees who have not satisfactorily Completed the designated probationary period.

Employee shall have an election, when applicable as to whether they shall pursue remedies under Department of Personnel or under the Grievance Procedures set forth herein.

Action beyond Step 2 of the Grievance Procedures shall constitute an election to pursue remedies under the Contract.

Action in the form of an appeal to the Department of Personnel shall constitute an election to pursue remedies under Department of Personnel.

ARTICLE 6. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local Union representatives and the Department Head of any office designated by the Mayor upon the request of any of the above named. Such meeting shall be between no more than five (5) and at least two (2) representatives of the Department of the City and no more than five (5) and at least two (2) representatives of the Union.

Arrangement for such special conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the Agenda. Such conferences shall be held within fourteen (14) calendar days after the request is made.

Problems of health and safety shall be proper subject for discussion at special conferences.

ARTICLE 7 VACATIONS

A. Vacation Period

1. Vacations will, insofar as possible, be granted at time most desired by employees according to their seniority. In each department, no more one (1) employee may be on vacation at the same time unless the Department Head is satisfied that he has sufficient personnel to operate Efficiently. Employees shall give notice of vacation period at least two (2) weeks prior to commencement of same. Supervisor may grant a shorter notice.
2. When an official holiday occurs during a scheduled vacation, the Employee shall be entitled to an additional vacation day. He shall also Receive holiday pay for such official holiday.
3. Eligibility: Employees shall receive the following paid vacations based Upon their period of employment:
 - a. 90 days to 1 year – one day for each month of employment retroactive to the date of hire.
 - b. 1 year to 5 years – 12 days
 - c. 6 years to 10 years – 15 days
 - d. 11 years to 15 years – 20 days
 - e. 16 years to 20 years – 25 days
 - f. 21 years or more – 30 days

To qualify for a full vacation in any given year, an employee must have been continuously employed for his employment year. Employees who are employed for less than a full year shall receive a prorated vacation.

4. Employees may sell back one (1) week of vacation at the end of the year. No vacation time may be carried over into the next year.

ARTICLE 8 **HOLIDAY PROVISIONS**

- A. Employees will observe the listed holidays and receive eight (8) hours pay at Straight time computed as part of their forty (40) hour work week.

New Year's Day
Martin Luther Kings Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

In the event the President of the United States, the Legislature or the Governor of the State of New Jersey, or the Mayor of the City of Bridgeton, Should declare a holiday in addition to those already mentioned above, then Those holidays will be observed by the City of Bridgeton.

- B. Holidays falling on Saturday shall be observed on Friday; Holidays falling on Sunday shall be observed on Monday.
- C. Employees who are required to work on a holiday shall receive their Regular straight eight (8) hour pay plus one and one-half times their Regular hourly rate for any time worked as allocated in this Agreement under Article 20.
- D. In order to qualify for a holiday except as provided in Article 7 (2) above, The employee shall have worked regularly scheduled days before and after holiday unless excused by the Department Head.

ARTICLE 9 **PERSONAL DAYS**

Employees will receive three (3) Personal Days which will, insofar as possible, be granted at the time most desired by employees according to their seniority. No more than one (1) employee may take a personal day at the same time in any one Division of a Department, unless the Department Head is satisfied he has sufficient personnel to operate efficiently. Employee shall give notice of taking a personal day at least 48 hours in advance, except in emergencies, and the personal day shall be taken only with the approval of the Department Head.

- a. New employees will not be entitled to personal days until after the completion of their initial ninety (90) calendar days working test period.
- b. Personal days may not be carried from year to year.

ARTICLE 10 **LIFE INSURANCE**

The employer shall provide each employee with a life insurance policy providing a death benefit of \$6,000.00 and Accidental Death and Dismemberment benefit of \$6,000.00 on the life of the employee.

ARTICLE 11 **PRESCRIPTION PLAN**

The employer agrees to provide a prescription plan for the employees, their spouses and/or dependent children, providing for a MAXIMUM co-pay deductible of \$4.00 for generic prescription and a MAXIMUM of \$12.00 per prescription for brand name. Co-pays are the responsibility of the employee for persons eligible under this plan.

ARTICLE 12 **SEVERANCE PAY**

It is stipulated and agreed that employees who retire having accumulated sick days shall be compensated up to \$14,000.00 effective July 1, 2004. The amount to be compensated shall be computed by multiplying one-half of the accumulated sick days times eight hours, times the hourly rate of said employee at the time of his retirement.

ARTICLE 13 **FUNERAL LEAVE**

Employees within the Bargaining Unit shall be entitled to bereavement leave of absence with pay due to the death of a member of said employee's family or household as follows:

FOUR (4) DAYS LEAVE

Spouse
Parent/Step Parent
Child/Step Child
Sibling
Grandchild
Grandparent
Significant Other*
Mother-In-Law/Father-In-Law

ONE (1) DAY LEAVE

Uncle
Aunt
Niece
Nephew
Brother-In-Law
Sister-In-Law
Son-In-Law
Daughter-In-Law

- Significant Other shall be defined as an individual with whom the employee has been domiciled or shared a household.

ARTICLE 14 **PAST PRIVILEGES**

All privileges enjoyed by employees and specifically covered by the following, shall continue:

1. Radio in shop as long as it does not interfere with work.
2. Permission to use coffee in shop for use during coffee breaks and lunch periods.
3. Past practice prevails on punching time clocks.
4. Water buckets available for each truck.
5. In accordance with the present practice, departments will as much as possible during sub-zero weather, limit outdoor work to repair work, snowplow activities or emergencies.
6. Lunch periods shall be observed during the term of this Agreement in Accordance with prior practice.
7. Employees shall not be required to work in holes or ditches that exceed Nine (9) feet in depth.

ARTICLE 15

EMPLOYEE HEALTH AND SAFETY

In the event any employee covered by this Agreement having duties which takes him into a building which he reasonably believes may be dangerous to his health and safety, he shall notify his Supervisor of the dangerous condition. The Supervisor shall immediately inspect the building and report to the Department Head his findings of the conditions in the aforesaid building. If the Department Head finds there is an emergency situation he may order the employee to complete his assigned task. If the Department Head does not find an emergency situation exists, he shall arrange a meeting within three (3) days with the Local Union representative and the concerned employee and his Supervisor regarding the condition of the building. At the meeting the parties shall determine the appropriate action to be taken. No employee shall be suspended for failure to obey instructions, until this meeting shall take place, unless the Department Head shall have determined that an emergency exists.

ARTICLE 16

EQUIPMENT

The City Agrees to furnish all employees subject to outside working conditions, outer garments, so as to protect said employee from rain. Additionally, the City agrees to furnish all employees covered by this Agreement, having need of safety shoes, safety goggles, and hard hats, as determined by the Department Head, the appropriate equipment. It is understood the City will furnish no more than two (2) pairs of safety shoes each year to each employee the second being contingent upon need as determined by the Department Head. Additionally, the City agrees to furnish all permanent employees represented by the Union with working shirts and trousers for use during working hours and to provide laundry service that will assure each employee of five (5) clean uniforms each workweek. The City will make every effort to see that the uniforms are laundered and pressed in a satisfactory manner to the employees.

ARTICLE 17

VETERANS - RESERVES

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the Armed Forces, as provided by Federal, State, and Local Laws.

ARTICLE 18

HOSPITALIZATION - MEDICAL COVERAGE

- A. The employer agrees to pay the full premium for health coverage thru the New Jersey State Health Benefit Program for the employee, his or her spouse and/or dependent children if applicable. It is the responsibility of the employee to keep the Personnel Office apprised of any and all changes directly related to this coverage including but not limited to the birth of a child, deletion of a child, legal marriages and divorces, change of address.

- (a) The City agrees to make no changes in the hospitalization and/or medical insurance coverage unless the TEAMSTERS have been properly notified with reasonable time to review the proposed new coverage. Said coverage must be as good as or better than current coverage and the City agrees to continue to pay the full premium. After review by the TEAMSTERS, if equal to or better than is not agreed, the TEAMSTERS may request a third party arbitrator, as described in the grievance process herein, jointly agreed to and jointly paid for by the City and the TEAMSTERS, to determine if the proposed coverage is as good as or better than current coverage. The TEAMSTERS will be given twenty-one (21) days to review the proposed change in coverage. If there is no objection the plan will be implemented. If there is an objection and no agreement can be reached within Seven (7) days, the third party arbitrator as described above will be utilized to

determine the issue. The City agrees to not make any changes in the coverage until after the decision of the arbitrator. The arbitrator's decision will be binding. In addition, if any other bargaining unit negotiates an improvement or new benefit in Health, Dental, Optical or Disability Insurance it will automatically apply to this bargaining unit. This provision will not apply to any new benefits provided by state legislation to other bargaining units.

B. Health Benefits After Retirement

1. Must be 25 years of service.
2. Maximum of 5 years health/prescription coverage immediately after Retirement.
3. Health benefits are for employee only.
4. Family or husband/wife coverage may be purchased through the City Plan.
5. If the employee receives employment after retirement with health benefits, with equal or better than benefits, that coverage will be primary.
6. If employee is eligible for Medicare, Medicare will be the primary coverage.

ARTICLE 19 **COFFEE BREAKS**

Coffee breaks of fifteen (15) minutes, two times per day, once in the a.m. and once in the p.m., shall be permitted during the normal forty (40) hour workweek at the discretion of the supervisor.

ARTICLE 20 **CALL-IN AND REPORTING PAY**

- A. When an employee is called back to work after his regular work day, he Shall be guaranteed no less than two (2) hours of pay at the appropriate rate which shall be at one and one-half times his hourly rate.
- B. Any employee covered by this Agreement who shall be called in to work On a Saturday or Sunday, which employee is not otherwise scheduled to work, shall be granted no less than three (3) hours of pay at the appropriate rate which shall be one and one-half times his regular hourly rate.
- C. Any employee called into work on July 4th, Thanksgiving, Christmas or New Year's Day, shall be guaranteed no less than four (4) hours of pay at the appropriate rate, which shall be one and one-half times his regular hourly rate.
- D. All overtime shall be assigned on the basis of seniority, providing the Senior man has the necessary qualifications to perform the job to be assigned. The shop steward shall have super seniority providing he has the necessary qualifications to perform the job to be assigned.
- E. An employee who is on vacation will not be called in the case of regular Call back. In cases of emergencies, the employee on vacation will be called last unless the employee possesses skills unavailable from other employees in the unit.
- F. Zoo call back shall be assigned by the following schedule:
 1. Day Off, Sick Day, One Working
1st Regular Day off Employee
2nd Streets, Roads and Parks
3rd Director Works

2. Vacation Day, Sick Day, One Working
1st Streets, Roads and Parks (8 hours)
2nd Sick employee (Right of Refusal
3rd Vacation employee
4th Director Works
3. Vacation Day, Day Off, One Working
1st Day Off employee
2nd Streets, Roads and Parks
3rd Vacation employer
4th Director Works

In cases of Duty Injury, personal day and any other absence Schedules #2 and #3, whichever is applicable will apply.

ARTICLE 21 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including an absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for five (5) consecutive days without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the Department Head.

ARTICLE 22 METHOD OF COMPENSATION FOR OVERTIME SERVICE

- A. Employee shall receive one and one-half times the regular rate of pay for all Hours worked in excess of eight (8) hours per day, or in excess of forty (40) Hours worked or paid for per week.
- B. An employee covered by this Agreement who performs overtime service in Accordance with the provisions of this Agreement shall receive, in addition To his regular weekly compensation time and one-half his straight time hourly Rate for each hour of overtime services.
- C. Employees shall not be required to accept compensatory time off in lieu of Monetary compensation for overtime services, unless agreed between the Employer and employee.

ARTICLE 23 WORKING IN HIGHER RATED CLASSIFICATION

The practice of appointing employees to work in higher rated classifications in an acting Capacity is discouraged. However, if an employee shall work in a position paying a higher hourly rate, such employee shall be paid such higher rate provided he works at least a minimum of four (4) hours in such classification, plus any/all hours over said four (4) hours, if worked.

ARTICLE 24 WORKING HOUR GUARANTEE

Employees covered under this Agreement are guaranteed an eight (8) hour daily working schedule provided said employees are ready, willing and able to work these hours. Employees covered under this Agreement are specifically guaranteed a forty (40) hour weekly work schedule, provided said employees

are ready, willing and able to work those hours. Schedules may include Saturday or Sunday and shall be as set by the City.

ARTICLE 25 FEEDING THE ANIMALS

In order to prevent injury to employees engaged in the feeding of dangerous animals in the Cohanzick Zoo, the City agrees that two (2) employees shall be assigned to this task, according to a schedule to be made by the Employer.

ARTICLE 26 INTERFERENCE WITH WORK

The Union agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

ARTICLE 27 MISCELLANEOUS

- A. An employee shall perform any reasonable work assignment made by Supervisors, irrespective of their job title, so long as they suffer no reduction in their hourly rate.
- B. Contractual Work: The right of contracting or subcontracting is vested in the City.
- C. The City of Bridgeton shall provide Winter Coats to all employees covered by This Agreement. Winter Coats shall be replaced on fair, wear and tear basis to be determined by the Division Head.

ARTICLE 28 WAGES

- A. All employees shall be compensated at the following regular straight time Rates:

Effective July 1, 2003 – June 30, 2004 – No Increase

Three Percent (3%) Lump payment calculated on the employee's current base salary will be made to each member of the Union. This payment will not be added to the base pay and will not be used in pension calculations. For the employee that did not work the entire fiscal year, their lump sum payment will be calculated on a prorated basis.

Effective July 1, 2004 – June 30, 2005 – 3.5% increase with 4 Steps*

Effective July 1, 2005 – June 30, 2006 – 3.5% increase with 4 Steps*

*Reference: Attached wage Schedule

<u>TITLE</u>	<u>APPOINTED</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>Effective 7/1/04</u> <u>(After 3 Years)</u>	<u>Effective 7/1/05</u> <u>(After 3 Years)</u>
Senior Mechanic	\$ 11.85	\$ 13.85	\$ 15.80	\$ 20.43	\$ 21.15
Mechanic	\$ 11.85	\$ 13.85	\$ 15.80	\$ 20.43	\$ 21.15
Mechanic's Helper	\$ 11.00	\$ 13.00	\$ 14.00	\$18.63	\$ 19.28
Equipment Operator	\$ 11.24	\$ 13.35	\$ 15.00	\$19.38	\$ 20.06
Equip.Op/Mech Helper	\$ 11.24	\$ 13.35	\$ 15.00	\$19.38	\$20.06
Motor Broom Operator	\$ 11.24	\$ 13.35	\$ 15.00	\$19.38	\$ 20.06

Senior PSO	\$ 11.24	\$ 13.35	\$ 15.00	\$19.38	\$ 20.06
Water Meter Reader	\$10.46	\$13.96	\$17.44	\$18.05	\$18.68
Senior Water Repairer	\$ 11.24	\$ 13.35	\$ 15.00	\$19.38	\$ 20.06
Senior Sewer Repairer	\$ 11.24	\$ 13.35	\$ 15.00	\$19.38	\$ 20.06
Water Meter Repairer	\$ 11.24	\$ 13.35	\$ 15.00	\$19.38	\$ 20.06
Traffic Maintenance	\$ 11.04	\$13.00	\$ 14.50	\$ 18.42	\$19.06
Pub Wks/Roof Repairer	\$ 10.77	\$12.50	\$ 13.50	\$ 18.33	\$18.97
PSO/Sewer Repairer	\$ 10.88	\$12.65	\$ 13.75	\$ 18.74	\$19.39
Water Repairer	\$ 10.63	\$12.50	\$ 13.50	\$ 18.33	\$18.97
Sewer Repairer	\$ 10.63	\$12.50	\$ 13.50	\$ 18.33	\$18.97
Zoo Maintenance Worker	\$ 10.18	\$12.00	\$ 13.00	\$ 17.48	\$18.09
Animal Keeper	\$ 10.57	\$12.00	\$ 13.00	\$ 14.50	\$15.01
Parks Rec.Maintenance Worker	\$10.16	\$13.33	\$16.68	\$17.26	\$17.86
Parks Maintenance Worker	\$10.01	\$13.33	\$16.68	\$17.26	\$17.86
Public Works Repairer	\$ 10.16	\$11.16	\$ 12.50	\$ 17.26	\$17.86
Truck Driver	\$ 10.16	\$11.16	\$ 12.50	\$ 17.26	\$17.86
Laborer	\$ 10.16	\$11.16	\$ 12.50	\$ 17.26	\$17.86

B. Effective September 1, 2004, any employee whose schedule includes Saturday or Sunday as provided for under Article 24 shall receive an additional \$3.50 per hour in their base rate, overtime rate or upgrade rate, as provided under Article 23 for the hours actually worked on Saturday or Sunday. This will also apply to the employee who works on occasion to replace a normally scheduled Saturday or Sunday employee. If a leave of any type is utilized on Saturday or Sunday, the employee will not receive the additional \$3.50 an hour for those hours and will receive their base rate for the hours of leave. Work shifts shall not be changed during a pay period and thusly deprive an employee of the \$3.50 per hour increase.

C. Retro/annual increase monies will be paid to the employees within a reasonable period of time within the context of an adopted budget.

ARTICLE 29 COST OF LIVING

It is agreed that no cost of living increases will be paid by the City to employees.

ARTICLE 30 LONGEVITY CLAUSE

In addition to any other compensation paid to an employee, each employee shall be entitled to an

increase of Longevity of \$50.00 per step- one time only effective July 1, 2004 for the duration of the contract.

YEARS OF SERVICE

Effective 7/1/2004

Five (5) years to ten (10) years	\$ 875.00
Ten (10) years to fifteen (15) years	\$ 975.00
Fifteen (15) years to twenty (20) years	\$1,200.00
Twenty (20) years and over	\$1,400.00

Each employee will be eligible for longevity pay commencing with the first day of the month following the month in which the employee has reached the aforementioned levels of service.

ARTICLE 31

PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations adopted by the City of Bridgeton shall apply to all cases and for all matters not covered by this Agreement.

ARTICLE 32

DEPARTMENT OF PERSONNEL

This Agreement is intended to comply with all statutes, rules and regulations of the New Jersey Department of Personnel.

ARTICLE 33

PAYROLL DEDUCTIONS

A. CREDIT UNION

The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Employer with a signed card, so authorizing. Such deductions will only be remitted to the Credit Union once a month.

B. D.R.I.V.E.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her

Paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the amount deducted from the employee's paycheck.

C. BI-WEEKLY PAY

Employees shall be paid on a bi-weekly basis for the term of this Agreement.

ARTICLE 34 **BREACH OF CONTRACT EFFECT**

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

ARTICLE 35 **SAVINGS CLAUSE**

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of the Agreement shall not be affected thereby. Any arbitrator may not be presumed or permitted to be able to make decisions in violations of law.

ARTICLE 36 **EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Union. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject, which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Union or any individual employee covered by this Agreement is hereby superseded.

ARTICLE 37 **UNUSED SICK DAYS**

In the event an employee covered under this contract has not utilized any sick days during the calendar year, then said employee shall forthwith in the succeeding year receive one days pay as a bonus at straight time.

ARTICLE 38 **TERM OF AGREEMENT**

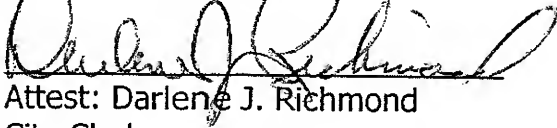
This Agreement shall be in effect until June 30, 2006, and thereafter until modified. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing, no sooner than one hundred and fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Collingswood, New Jersey, on this ____ day of _____, 2004.

THE CITY OF BRIDGETON
IN THE COUNTY OF CUMBERLAND

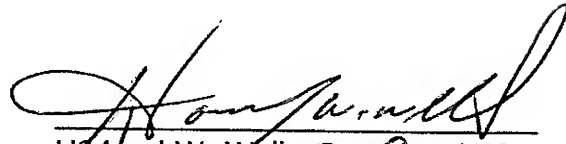


Mayor, Michael Pirulli

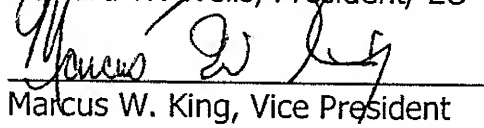


Attest: Darlene J. Richmond
City Clerk


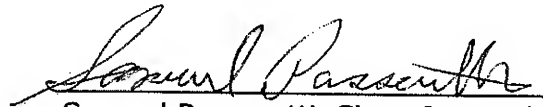
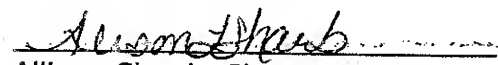
TEAMSTERS LOCAL UNION 676



Howard W. Wells, President/ EO



Marcus W. King, Vice President


Gary Sadler, Shop Steward
Streets, Roads, and Parks
Samuel Passaretti, Shop Steward
Sewer Department
Richard Donato, Shop Steward
Water Department
Allison Shaub, Shop Steward
Zoo